

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS Offeror To Complete Block 12, 17, 23, 24, & 30				1. Requisition Number SEE SCHEDULE		Page 1 Of 15	
2. Contract No. W56HZV-07-P-1150		3. Award/Effective Date 2007JUN29		4. Order Number		5. Solicitation Number	
7. For Solicitation Information Call:		A. Name ROBE POTOCKI		B. Telephone Number (No Collect Calls) (586)574-8077		6. Solicitation Issue Date	
9. Issued By U.S. ARMY TACOM LCMC AMSTA-AQ-AHED WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL				Code W56HZV		10. This Acquisition Is <input checked="" type="checkbox"/> Unrestricted OR <input type="checkbox"/> Set Aside: % For <input type="checkbox"/> Small Business <input type="checkbox"/> Emerging Small Business <input type="checkbox"/> 8(A) <input type="checkbox"/> Hubzone Small Business <input type="checkbox"/> Service-Disabled Veteran-Owned Small Business NAICS: 332912 Size Standard:	
e-mail: WEAPON SYSTEM: WPN SYS: NY ROBE.POTOCKI@US.ARMY.MIL				11. Delivery For FOB Destination Unless Block Is Marked <input checked="" type="checkbox"/> See Schedule		12. Discount Terms	
				<input checked="" type="checkbox"/> 13a. This Contract Is A Rated Order Under DPAS (15 CFR 700)		13b. Rating DOA4	
				14. Method Of Solicitation <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
15. Deliver To SEE SCHEDULE				Code		16. Administered By DCMA LOS ANGELES P.O. BOX 9608 MISSION HILLS CA 91346-9608 SCD: C PAS: NONE	
Telephone No.				Code S0512A			
17. Contractor/Offeror ONTIC ENGINEERING AND MANUFACTURING 20360 PLUMMER STREET CHATSWORTH, CA 91311-5371				Code 45934 Facility		18a. Payment Will Be Made By DFAS - COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATIONS P.O. BOX 182381 COLUMBUS, OH 43218-2381	
Telephone No.				Code HQ0339			
<input type="checkbox"/> 17b. Check If Remittance Is Different And Put Such Address In Offer				18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked <input type="checkbox"/> See Addendum			
19. Item No.	20. Schedule Of Supplies/Services			21. Quantity	22. Unit	23. Unit Price	24. Amount
	SEE SCHEDULE						FMS REQUIREMENT
(Use Reverse and/or Attach Additional Sheets As Necessary)							
25. Accounting And Appropriation Data ACRN: AA 9711 X8242ISO1X6D1000BJP 001252GISS20113 W56HZV						26. Total Award Amount (For Govt. Use Only) \$82,538.10	
<input type="checkbox"/> 27a.Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4, FAR 52.212-3 And 52.212-5 Are Attached. Addenda						<input type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.	
<input checked="" type="checkbox"/> 27b.Contract/Purchase Order Incorporates By Reference FAR 52.212-4, FAR 52.212-5 Is Attached. Addenda						<input checked="" type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.	
<input checked="" type="checkbox"/> 28. Contractor Is Required To Sign This Document And Return 2 Copies to Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified.					<input type="checkbox"/> 29. Award Of Contract: Ref. _____ Offer Dated _____. Your Offer On Solicitation (Block 5), Including Any Additions Or Changes Which Are Set Forth Herein, Is Accepted As To Items:		
30a. Signature Of Offeror/Contractor					31a. United States Of America (Signature Of Contracting Officer) /SIGNED/		
30b. Name And Title Of Signer (Type Or Print)			30c. Date Signed	31b. Name Of Contracting Officer (Type Or Print) JANE ELLIOTT JANE.ELLIOTT@US.ARMY.MIL (586)574-7098		31c. Date Signed 2007JUN29	

19. Item No.	20. Schedule Of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount

32a. Quantity In Column 21 Has Been

☐ Received ☐ Inspected ☐ Accepted, And Conforms To The Contract, Except As Noted: _____

32b. Signature Of Authorized Government Representative		32c. Date	32d. Printed Name and Title of Authorized Government Representative		
32e. Mailing Address of Authorized Government Representative			32f. Telephone Number of Authorized Government Representative		
			32g. E-Mail of Authorized Government Representative		
33. Ship Number		34. Voucher Number	35. Amount Verified Correct For	36. Payment	37. Check Number
<input type="checkbox"/> Partial	<input type="checkbox"/> Final			<input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final	
38. S/R Account No.		39. S/R Voucher Number	40. Paid By		
41a. I Certify This Account Is Correct And Proper For Payment			42a. Received By (Print)		
41b. Signature And Title Of Certifying Officer			41c. Date	42b. Received At (Location)	
				42c. Date Rec'd (YY/MM/DD)	42d. Total Containers

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 2 of 15
	PIIN/SIIN W56HZV-07-P-1150	MOD/AMD	
Name of Offeror or Contractor: ONTIC ENGINEERING AND MANUFACTURING			

SUPPLEMENTAL INFORMATION

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.201-4000 (TACOM)	TACOM-WARREN OMBUDSPERSON	JAN/2006

Information regarding the TACOM-Warren Ombudsperson is located at the website <http://contracting.tacom.army.mil/acqinfo/ombudsperson.htm>

[End of Clause]

Name of Offeror or Contractor: ONTIC ENGINEERING AND MANUFACTURING

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	NSN: 0000-00-000-0000 FSCM: 45934 PART NR: 20364-3 SECURITY CLASS: Unclassified				
0001AA	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: FUEL CONTR OVERHAUL KIT PRON: J547L467EH PRON AMD: 01 ACRN: AA AMS CD: BJP001 CUSTOMER ORDER NO: J54BJP01EHIS FMS CASE IDENTIFIER: IS-B-BJP</p> <p>0000-00-000-0000 IS NOT A VALID NSN: NSN'S ARE NOT APPLICABLE FOR THESE REQUIREMENTS. REQUIREMENTS IS FOR PART NUMBERS SPECIFIED.</p> <p>THIS IS FOR ALL CLINS.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>BEST COMMERCIAL EXPORT PACKAGING.</p> <p>ALL ITEMS PROCURED UNDER THIS SUB-CLIN SHALL BE PACKAGED AND PARKED IN ACCORDANCE WITH STANDARD COMMERCIAL PRACTICE AS DEFINED IN ASTM-D-3951-98 WITH THE 14 DIGIT MILSTRIP AND THE PART NUMBER. BAR CODING NOT REQUIRED.</p> <p>THIS IS FOR ALL CLINS.</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 BISB4N63264294 DA2BJP L DISB00 3 PROJ CD BRK BLK PT DIS002 DEL REL CD QUANTITY DEL DATE 001 10 30-APR-2008</p>	10	EA	\$ 8,066.49000	\$ 80,664.90

CONTINUATION SHEET		Reference No. of Document Being Continued			Page 4 of 15
		PIIN/SIIN W56HZV-07-P-1150	MOD/AMD		
Name of Offeror or Contractor: ONTIC ENGINEERING AND MANUFACTURING					
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>FOB POINT: Origin</p> <p>SHIP TO:</p> <p>(DIS002) GOVERNMENT OF ISRAEL</p> <p>MINISTRY OF DEFENSE</p> <p>CO G AND B PACKING COMPANY</p> <p>8 HOOK ROAD</p> <p>BAYONNE NJ 07002-5082</p> <p>MARK FOR: GOVERNMENT OF ISRAEL</p> <p>MINISTRY OF DEFENSE</p> <p>LAZAD METOSIM</p> <p>ISRAEL</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u></p> <p>W56HZV-07-P-1150/0000</p> <p>EARLY SHIPMENT IS ACCEPTABLE AT NO ADDITIONAL COST TO THE GOVERNMENT.</p> <p>PLEASE VERIFY "MARK FOR" ADDRESS WITH DCMA.</p> <p>ITEMS MUST BE INSPECTED BY A U.S. GOVERNMENT QUALITY ASSURANCE REPRESENTATIVE PRIOR TO SHIPMENT. INSPECTION, ACCEPTANCE AND DD250 PROVISIONS ARE INCLUDED IN THIS ORDER.</p> <p>THE BEST SOURCE FOR HELP IN GOVERNMENT CONTRACTS IS YOUR AREA'S SMALL BUSINESS OFFICE AND/OR YOUR AREA DCMA. IF YOU STILL NEED ASSISTANCE CONTACT TACOM BUYER IN BLK 7.</p> <p>PLEASE MAIL ADDITIONAL COPY OF DD250 TO:</p> <p>US ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND</p> <p>ACQUISITION CENTER ATTN: AMSTA-AQ-ADBD#101/SNAP</p> <p>WARREN, MI 48397-5001</p> <p>PLEASE FAX ADDITIONAL COPY OF DD250 TO:</p> <p>FAX MACHINE: (586)574-8047</p> <p>CONTRACTOR MUST CONTACT DCMA PRIOR TO SHIPMENT TO VERIFY SHIP TO ADDRESS.</p> <p>DCMA STANDS FOR DEFENSE CONTRACT MANAGEMENT AGENCY.</p> <p>YOU MAY OBTAIN THE TELEPHONE NUMBER BY CONTACTING <u>INFORMATION</u> FOR THE COGNIZANT ADMINISTRATION OFFICE IN BLOCK 16 OF YOUR CONTRACT.</p> <p>YOU SHOULD THEN REQUEST THE PHONE NUMBER FOR THE ADMINISTRATIVE CONTRACTING OFFICER (ACO) ASSIGNED TO YOUR COMPANY. THE ACO WILL</p>				

Name of Offeror or Contractor: ONTIC ENGINEERING AND MANUFACTURING

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	ALSO PROVIDE YOU THE NUMBER FOR YOUR TRANSPORTATION OFFICE AND THE GOVERNMENT QUALITY ASSURANCE (QAR) REPRESENTATIVE WHO WILL BE RESPONSIBLE FOR INSPECTING YOUR ORDER. THIS IS FOR ALL CLINS. (End of narrative F001)				
0002	NSN: 0000-00-000-0000 FSCM: 45934 PART NR: 583399 SECURITY CLASS: Unclassified				
0002AA	PRODUCTION QUANTITY NOUN: SCREW PRON: J547L468EH PRON AMD: 01 ACRN: AA AMS CD: BJP001 CUSTOMER ORDER NO: J54BJP01EHIS FMS CASE IDENTIFIER: IS-B-BJP <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 BISB4N63264304 DA2BJP L DISB00 3 PROJ CD BRK BLK PT DIS002 DEL REL CD QUANTITY DEL DATE 001 20 30-NOV-2008 FOB POINT: Origin SHIP TO: (DIS002) GOVERNMENT OF ISRAEL MINISTRY OF DEFENSE CO G AND B PACKING COMPANY 8 HOOK ROAD BAYONNE NJ 07002-5082 MARK FOR: GOVERNMENT OF ISRAEL MINISTRY OF DEFENSE LAZAD METOSIM ISRAEL	20	EA	\$ 93.66000	\$ 1,873.20

Name of Offeror or Contractor: ONTIC ENGINEERING AND MANUFACTURING

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<div>CONTRACT/DELIVERY ORDER NUMBER</div> <div>W56HZV-07-P-1150/0000</div>				

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-P-1150 MOD/AMD	Page 7 of 15
Name of Offeror or Contractor: ONTIC ENGINEERING AND MANUFACTURING		

PACKAGING AND MARKING

2 52.247-4016 HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS AUG/2005
(TACOM)

Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. All non-manufactured wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment.

Marking. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens; on two sides of the pallet. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organization's compliance program. In addition, wood used as dunnage for blocking and bracing shall be ordered with ALSC certified marking for dunnage or the markings may be applied locally at two foot intervals.

[End of Clause]

INSPECTION AND ACCEPTANCE

3 52.246-2 INSPECTION OF SUPPLIES--FIXED-PRICE AUG/1996

4 52.246-4040 INSPECTION AND ACCEPTANCE -- COUNT AND CONDITION APR/2000
(TACOM)

The Government will inspect the supplies described in Section B of the contract. The inspection will be limited to count and condition only. This limited inspection does not waive any other rights of the Government under this contract.

[End of Clause]

DELIVERIES OR PERFORMANCE

5 52.211-17 DELIVERY OF EXCESS QUANTITIES SEP/1989

6 52.242-15 STOP-WORK ORDER AUG/1989

7 52.242-17 GOVERNMENT DELAY OF WORK APR/1984

8 52.247-29 F.O.B. ORIGIN FEB/2006

9 52.247-59 F.O.B. ORIGIN--CARLOAD AND TRUCKLOAD SHIPMENTS APR/1984

10 52.225-4000 VERIFICATION OF FOREIGN MILITARY SALES (FMS) ADDRESSES APR/2000
(TACOM)

At least 10 days prior to the first shipment of supplies under this contract, the Contractor shall submit an email request to the cognizant Transportation Office via the Administrative Contracting Officer (ACO) for verification of the FMS "ship-to" address(es) contained in this contract.

[End of Clause]

Name of Offeror or Contractor: ONTIC ENGINEERING AND MANUFACTURING

CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM	OBLG STAT	ACCOUNTING CLASSIFICATION	JOB ORDER NUMBER	ACCOUNTING STATION	OBLIGATED AMOUNT
0001AA	J547L467EH BJP001 J54BJP01EHIS	AA 2	9711 X8242ISO1X6D1000BJP 001252GISS20113	4C8JWV	W56HZV \$	80,664.90
0002AA	J547L468EH BJP001 J54BJP01EHIS	AA 2	9711 X8242ISO1X6D1000BJP 001252GISS20113	4C8JWV	W56HZV \$	1,873.20
					TOTAL \$	82,538.10

SERVICE NAME	TOTAL BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	OBLIGATED AMOUNT
Army	AA	9711 X8242ISO1X6D1000BJP 001252GISS20113	W56HZV \$	82,538.10
				TOTAL \$ 82,538.10

ACRN	EDI ACCOUNTING CLASSIFICATION	
AA	97110X0X8242ISO1 S20113 X6D1000BJP00100000252G	4C8JWVS20113 W56HZV
11	52.204-4011 (TACOM)	PAYMENT INSTRUCTIONS FOR THE DEFENSE FINANCE AND ACCOUNTING SERVICE (DFAS) OCT/2005

In accordance with DFARS PGI 204.7108, the contract shall be paid in accordance with DFARS PGI 204.7108(d)(5), line item specific by cancellation date.

[End of Clause]

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-P-1150 MOD/AMD	Page 9 of 15
Name of Offeror or Contractor: ONTIC ENGINEERING AND MANUFACTURING		

SPECIAL CONTRACT REQUIREMENTS

12 52.204-4005 REQUIRED USE OF ELECTRONIC CONTRACTING SEP/2004

(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr.gov/> . (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: <http://contracting.tacom.army.mil/awd.htm>
Rock Island: <https://aais.ria.army.mil/AAIS/AWDINFO/index.htm>
Picatinny: <http://procnet.pica.army.mil/dbi/DynCBD/award.cfm>
Red River Army Depot: <http://www.redriver.army.mil/contractingframes/RecentAwards.DPD.cfm>
Anniston Army Depot: <http://www.anadprocnet.army.mil/>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/dpap/ebiz/VANs.htm> . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Please go to the following webpage for detailed information about submitting your offer electronically: <http://contracting.tacom.army.mil/ebidnotice.htm>

(f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.

[End of Clause]

13 52.246-4026 LOCAL ADDRESSES FOR DD FORM 250 AND WAWF RECEIVING REPORTS SEP/2006
(TACOM)

(a) The Contractor may use either the Material Inspection and Receiving Report (DD 250) or Wide Area Workflow (WAWF) to process receiving reports for inspection, acceptance, and payment. Use only one method per contract; not both.

(b) If you are using the Material Inspection and Receiving Report (DD 250), use one of the following methods to send each DD 250 pertaining to this contract to us:

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:
KUNKELM@tacom.army.mil

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number: (586) 574-8047

In either method, do not mix DD250s from more than one contract in a single transmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract. These copies meet the requirements for the Purchasing Office copy

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 10 of 15
	PIIN/SIIN W56HZV-07-P-1150	MOD/AMD	

Name of Offeror or Contractor: ONTIC ENGINEERING AND MANUFACTURING

and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F. The DD250 form may be found, in three different formats, on the World Wide Web at <http://www.dtic.mil/whs/directives/infomgt/forms/forminfo/forminfo2126.html>

(c) If you are using Wide Area Workflow (WAWF) instead of DD 250s, we may require copies of the WAWF Receiving Report, Bills of Lading, or other documentation to resolve delinquencies, payment issues, or other administrative issues. If this documentation is requested, use the same email address or fax number shown in paragraph (b) above to submit the information. No copies of the WAWF Receiving Report are required unless specifically requested by the PCO, buyer, or other appropriate government official.

[End of Clause]

CONTRACT CLAUSES

14	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP/2006
15	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
16	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
17	52.212-4	CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS	FEB/2007
18	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
19	52.232-11	EXTRAS	APR/1984
20	52.232-17	INTEREST	JUN/1996
21	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
22	52.248-1	VALUE ENGINEERING	FEB/2000
23	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
24	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
25	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
26	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
27	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	DEC/2006
28	252.225-7005	IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES	JUN/2005
29	252.225-7033	WAIVER OF UNITED KINGDOM LEVIES	APR/2003
30	252.225-7041	CORRESPONDENCE IN ENGLISH	JUN/1997
31	252.229-7011	REPORTING OF FOREIGN TAXES - U.S. ASSISTANCE PROGRAMS	SEP/2005
32	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
33	252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	DEC/1991
34	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
35	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
36	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS	MAR/2007

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sep 2006), with Alternate I (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999)(15 U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jul 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

___ (4) [Reserved]

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-P-1150 MOD/AMD	Page 11 of 15
Name of Offeror or Contractor: ONTIC ENGINEERING AND MANUFACTURING		

- ___ (5) (i) 52.219-6, Notice of Total Small Business Aside (June 2003) (15 U.S.C. 644).
- ___ (ii) Alternate I (Oct 1995) of 52.219-6.
- ___ (iii) Alternate II (Mar 2004) of 52.219-6.
- ___ (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).
- ___ (ii) Alternate I (Oct 1995) of 52.219-7.
- ___ (iii) Alternate II (Mar 2004) of 52.219-7.
- ___ (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
- ___ (8) (i) 52.219-9, Small Business Subcontracting Plan (Sep 2006)(15 U.S.C. 637 (d)(4)).
- ___ (ii) Alternate I (Oct 2001) of 52.219-9.
- ___ (iii) Alternate II (Oct 2001) of 52.219-9.
- ___ (9) 52.219-14, Limitations on Subcontracting (Dec 1996)(15 U.S.C. 637(a)(14)).
- ___ (10) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (11) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sep 2005)(10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) Alternate I (June 2003) of 52.219-23.
- ___ (12) 52.219-25, Small Disadvantaged Business Participation ProgramDisadvantaged Status and Reporting (Oct 1999)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (13) 52.219-26, Small Disadvantaged Business Participation ProgramIncentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- X___ (15) 52.222-3, Convict Labor (June 2003)(E.O. 11755).
- X___ (16) 52.222-19, Child LaborCooperation with Authorities and Remedies (Jan 2006) (E.O. 13126).
- X___ (17) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- _X___ (18) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).
- X___ (19) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).
- X___ (20) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)(29 U.S.C. 793).
- X___ (21) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).
- ___ (22) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- ___ (23) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000)(42 U.S.C. 6962(c)(3)(A)(ii)).
- ___ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ___ (24) 52.225-1, Buy American Act--Supplies (June 2003)(41 U.S.C. 10a-10d).
- ___ (25) (i) 52.225-3, Buy American Act Free Trade Agreements Israeli Trade Act (Nov 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286, 109-53 and 109-169).

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-P-1150 MOD/AMD	Page 12 of 15
Name of Offeror or Contractor: ONTIC ENGINEERING AND MANUFACTURING		

___ (ii) Alternate I (Jan 2004) of 52.225-3.

___ (iii) Alternate II (Jan 2004) of 52.225-3.

___ (26) 52.225-5, Trade Agreements (Nov 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X___ (27) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (28) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).

___ (29) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).

___ (30) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (31) 52.232.30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (32) 52.232-33, Payment by Electronic Funds TransferCentral Contractor Registration (Oct. 2003)(31 U.S.C. 3332).

___ (33) 52.232-34, Payment by Electronic Funds TransferOther Than Central Contractor Registration (May 1999)(31 U.S.C. 3332).

___ (34) 52.232-36, Payment by Third Party (May 1999)(31 U.S.C. 3332).

___ (35) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).

___ (36) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

___ (1) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005)(41 U.S.C. 351, et seq.).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989)(29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (May 1989)(29 U.S.C.206 and 41 U.S.C. 351, et seq.).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Feb 2002)(29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractors directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-P-1150 MOD/AMD	Page 13 of 15
Name of Offeror or Contractor: ONTIC ENGINEERING AND MANUFACTURING		

the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

- ___ (i) 52.219-8, Utilization of Small Business Concerns (May 2004)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- ___ (ii) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).
- ___ (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).
- ___ (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998)(29 U.S.C. 793).
- ___ (v) 52.222-39, Notification of Employee rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- ___ (vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.)
- ___ (vii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64,
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

37	252.212-7001	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS	APR/2007
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(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

X___ 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

- (1) ___ 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
- (2) ___ 252.219-7003, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).
- (3) ___ 252.219-7004, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).
- (4) ___ 252.225-7001, Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).
- (5) X___ 252.225-7012, Preference for Certain Domestic Commodities (JAN 2007) (10 U.S.C. 2533a).
- (6) X___ 252.225-7014, Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).
- (7) ___ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-P-1150 MOD/AMD	Page 14 of 15
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Name of Offeror or Contractor: ONTIC ENGINEERING AND MANUFACTURING

(8) ____ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

(9) ____ 252.225-7021, Trade Agreements (MAR 2007) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(10) X____ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

(11) ____ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

(12)(i) ____ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (MAR 2007) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

(ii) ____ Alternate I (OCT 2006) of 252.225-7036.

(13) ____ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

(14) ____ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).

(15) ____ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

(16) ____ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

(17) X____ 252.232-7003, Electronic Submission of Payment Requests (MAY 2006) (10 U.S.C. 2227).

(18) ____ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(19) ____ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

(20)(i) X____ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(ii) ____ Alternate I (MAR 2000) of 252.247-7023.

(iii) ____ Alternate II (MAR 2000) of 252.247-7023.

(iv) ____ Alternate III (MAY 2002) of 252.247-7023.

(21) X____ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

(1) 252.225-7014, Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

(2) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

38 52.252-2 CLAUSES INCORPORATED BY REFERENCE FEB/1998

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address:

<http://www.arnet.gov/far/> or <http://www.acq.osd.mil/dpap/dars/index.htm> or <https://webportal.saalt.army.mil/saal-zp/procurement/afars.doc>

(End of Clause)

